

AGREEMENT  
BETWEEN  
CITY OF PORTAGE  
AND  
LOCAL NO. 1467  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

Portage Firefighters Association, AFL-CIO

Effective July 1, 2020 through June 30, 2024

ARTICLE NO.	DESCRIPTION	PAGE
<u>ARTICLE 1</u>	<u>RECOGNITION</u>	
Section 1	Recognition.....	8
Section 2	Non-Discrimination.....	8
Section 3	Membership / Provisions.....	9
Section 4	Gender Clause.....	9
Section 5	Union Dues Checkoff.....	9
Section 6	Calendar Day Definition.....	10
<u>ARTICLE II</u>	<u>MANAGEMENT RIGHTS</u>	
Section 1	Management Rights.....	10
<u>ARTICLE III</u>	<u>SENIORITY</u>	
Section 1	Definition.....	10
Section 2	Probationary Employees.....	10
Section 3	Initial Assignment.....	10
Section 4	Seniority List.....	11
Section 5	Termination.....	11
Section 6	Lay-off.....	11
<u>ARTICLE IV</u>	<u>WAGE RANGES</u>	
Section 1	Wages (APPENDIX A).....	11
Section 2	Acting Pay.....	12
Section 3	Direct Deposit.....	12

<u>ARTICLE V</u>	<u>HOURS OF WORK</u>	
Section 1	Normal Hours of Work for Firefighters.....	12
Section 2	Over-Time Pay.....	13
Section 3	Over-Time Authority.....	13
Section 4	Compensatory Time.....	13
Section 5	Court Appearances.....	14
Section 6	Shift Bidding / Shift Modifications.....	14
Section 7	Light Duty Work Assignments.....	15
 <u>ARTICLE VI</u>	 <u>HOLIDAYS</u>	
Section 1	Holiday Pay.....	15
 <u>ARTICLE VII</u>	 <u>VACATIONS</u>	
Section 1	Vacation .....	15
Section 2	Vacation Permissions & Selection.....	16
Section 3	Vacation Pay at Termination.....	16
Section 4	Maximum Accumulation.....	17
 <u>ARTICLE VIII</u>	 <u>SICK LEAVE AND LONG-TERM DISABILITY</u>	
Section 1	Long-Term Disability Insurance.....	17
Section 2	Sick Leave Credits.....	17
Section 3	Request for Sick Days.....	17
Section 4	Eligibility for Sick Days.....	18
Section 5	Deduction from Sick Leave Credits.....	19
Section 6	Voluntary Work.....	19

Section 7	Sick Bank Payoff.....	19
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ARTICLE IX      LEAVES OF ABSENCE

Section 1	Military Leave.....	20
Section 2	Military Service .....	20
Section 3	Funeral Leave.....	20
Section 4	International Union Assignment.....	20
Section 5	International Union Functions.....	21
Section 6	Medical Leave of Absence.....	21

ARTICLE X      INSURANCE

Section 1	Health Insurance.....	21
Section 2	Retiree Health.....	22
Section 3	Dental Insurance.....	23
Section 4	Life Insurance.....	23
Section 5	Cafeteria Benefit Plan.....	23
Section 6	HSA Employee One Time Contribution.....	23

ARTICLE XI      LONGEVITY PAY

Section 1	Longevity Entitlement.....	24
Section 2	Continuous Service.....	24
Section 3	Date of Payment.....	24
Section 4	Prorated Longevity.....	24



ARTICLE XII      PENSION/RETIREMENT

Section 1	Money Purchase Plan & Contribution Schedule.....	24
Section 2	Pro-Rating Contribution Schedule.....	24

ARTICLE XIII      PHYSICAL FITNESS

Section 1	Mutual Interest.....	25
Section 2	Off Duty Use of Physical Fitness Facilities.....	25
Section 3	Use of Tobacco Products.....	25
Section 4	Return to Work (APPENDIX B) .....	25
	Medical Physical Examination & Maintenance Program.....	26

ARTICLE XIV      PROMOTIONS

Section 1	Promotional Process.....	27
Section 2	Return to Lower Rank after Promotion.....	29
Section 3	Indefinite Assignment of Acting Position.....	29

ARTICLE XV      CONTINUING EDUCATION

Section 1	College Incentive.....	29
Section 2	Transcript Requirement.....	29
Section 3	Date of Payment.....	30
Section 4	Certification.....	30
Section 5	Tuition Reimbursement.....	30

ARTICLE XVI      GENERAL

Section 1	Trade Time.....	31
Section 2	Review of Personnel File.....	31
Section 3	Savings Clause.....	31
Section 4	Collective Bargaining Recognition.....	32
Section 5	Legal Work Right.....	32
Section 6	Work Uniform, Linens / PPE.....	32
Section 7	Section Work Assignments.....	34
Section 8	Tattoos.....	35
Section 9	Food Allowance.....	35
Section 10	MFR / EMT .....	36
Section 11	Audio Recording.....	36

ARTICLE XVII      GRIEVANCE PROCEDURE

Section 1	Grievance Step Process.....	36
Section 2	Time Limits.....	37
Section 3	Grievance on Behalf of Union.....	37
Section 4	Membership of Union's Grievance Representatives.....	37
Section 5	Loss of Pay (Union Representative) .....	37

ARTICLE XVIII      SUSPENSION AND DISCHARGE CASES

Section 1	Disciplinary Action.....	38
Section 2	Back Pay.....	38
Section 3	Discipline Administration.....	38
Section 4	Terminating Employee Insurance.....	39

<u>ARTICLE XIX</u>	<u>40-HOUR POSITION</u>	
Section 1	40-Hour Firefighter Assignment.....	39
Section 2	Work Hours.....	39
Section 3	Reporting Structure.....	39
Section 4	Wages (APPENDIX A).....	39
Section 5	Food Allowance.....	39
Section 6	Uniform Allowance.....	39
Section 7	Vacation Time.....	39
Section 8	Recognized Holidays.....	39
Section 9	Holiday Pay.....	40
Section 10	Overtime / Compensatory Time.....	41
Section 11	Sick Time Accrual.....	41
Section 12	Vacation Time Accrual.....	41
Section 13	Included Articles and Sections.....	42
 <u>ARTICLE XX</u>	 <u>DURATION</u> .....	 43
 <u>APPENDIX A</u>	 <u>WAGES</u> .....	 44
 <u>APPENDIX B</u>	 <u>RETURN TO WORK FORM</u> .....	 45
 <u>APPENDIX C</u>	 <u>DRUG AND ALCOHOL POLICY</u> .....	 46

## AGREEMENT

THIS AGREEMENT entered into this 3rd day of September, 2020 (retroactive back to July 1, 2020), by and between the CITY OF PORTAGE, hereinafter referred to as the "Employer", and LOCAL NO. 1467 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, also known as the PORTAGE FIREFIGHTERS ASSOCIATION, AFL-CIO, hereinafter referred to as the "Union".

### WITNESSETH:

The general purposes of this Agreement are to set forth the salaries, hours, and working conditions, which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union, and the community. Recognizing that the interests of the community and the job security of the employees depend upon the Employer's ability to continue to provide proper services in an efficient manner to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

### ARTICLE I – RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for its full-time uniformed employees in the Fire Department and agrees that it will not enter into any agreements with its firefighters, individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

Excluded from the bargaining unit are the positions of: Director of Public Safety, Police/Fire Chief, Senior Deputy Fire Chief, Assistant Fire Chief, Senior Deputy Police/Fire Chief Administration, Fire Marshal (Division Chief) and Training Officer (Division Chief).

Section 2: The Employer and the Union agree that for the duration of the Agreement neither shall discriminate against any employee or applicant for employment because of their race, color, creed, sex, age, nationality or political belief, nor shall the Employer or its agents, nor the Union, its agents or members discriminate against any employee because of his membership or non-membership in the Union.

Section 3: All members of the bargaining unit, may at their option, become or remain members of the Association.

The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours.

- A. The Union shall have the right to elect or designate one (1) steward and one (1) alternate per platoon.
- B. The Union shall inform the Employer in writing as to who has been appointed or elected stewards for the bargaining unit.
- C. The Union shall be represented by a grievance committee all members of which shall have completed their probationary period. The Union shall advise the City in writing of the names of the members of this committee.
- D. The Union shall be allowed to hold its meetings at any fire station, provided permission is requested in advance from the Director of Public Safety or his designee. Such permission will not be unreasonably denied. It is agreed that grievance meetings (either Employee to Employee or Employee/Employer) will be considered Union meetings.
- E. The union steward shall have the right to post Union notices and bulletins during regularly scheduled working hours.
- F. Representatives of the International Union who wish to conduct business with an on-duty employee will be permitted to do so for a reasonable length of time provided that the conduct of such business does not interfere with the performance of such employee's work and provided permission is first obtained from the Director of Public Safety or his designee.

Section 4: Whenever the male pronoun is used in this Agreement, it shall be deemed to include both male and female.

Section 5: For those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer's payroll department, the employer will deduct the appropriate amount of union dues from each pay check as per such authorization and shall promptly remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made, to the Secretary-Treasurer of the Union. The Union

agrees to indemnify and save the Employer harmless from and against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this Section.

Section 6: Whenever the words are used in this Contract "Calendar Day" shall be defined as those days which are between Monday and Friday, both inclusive, excluding holidays recognized by the Employer.

## ARTICLE II – MANAGEMENT RIGHTS

Section 1: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Fire Department and the employees are vested solely and exclusively in the Employer.

## ARTICLE III – SENIORITY

Section 1: Seniority shall be defined as an employee's length of full-time continuous service with the department since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work to the Fire Department at the instruction of the Employer since which he has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds except as hereinafter provided.

Section 2: All new full-time employees hired, assigned or transferred to the Fire Department shall be probationary employees until they have actually worked twelve (12) consecutive months of employment with the department. The purpose of the probationary period is to provide an opportunity for the Employer to determine, to his own satisfaction, whether the employee has the ability and other attributes which will qualify him for regular full time employee status. During the probationary period, the employee shall have no seniority status and may be laid off, disciplined or dismissed from employment in the sole discretion of the Employer without regard to his length of service, and without recourse to the grievance procedure. Upon successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

Section 3: New employees assigned to firefighting duties shall be assigned to a 40-hour firefighting shift for at least the first thirty (30) calendar days of employment, assigned to the Training Division to familiarize the employee with department policy, procedures and equipment. This assignment may be extended sixty (60) calendar days beyond the initial thirty (30) calendar

days in order to meet the employees or Administration needs in becoming prepared for assignment in a 54-hour position.

Section 4: The Employer will maintain an up-to-date seniority list, a copy of which will be posted on the appropriate bulletin boards each six (6) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring date, starting with the senior employee's name at the top of the list. Employees who are hired on the same day shall have their name appear on the seniority list in alphabetical order by last name sequence. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 5: An employee's seniority shall terminate:

- A. If he quits, retires, or is discharged, which discharge is not reversed through the grievance procedure.
- B. If, following a layoff for lack of work or funds, he fails to notify the Employer of his intention to return to work within ten (10) calendar days after a written notice sent by certified mail of such recall is sent to his last address on record with the Employer, or, having notified the Employer of his intent to return he fails to do so within thirty (30) calendar days after such notice is sent.
- C. When he has been laid off for lack of work or funds for a period in excess of twenty-four (24) consecutive months.
- D. If he accepts employment elsewhere while on a leave of absence or does not return to work immediately following the expiration of a leave of absence.

Section 6: When, because of lack of work or funds, it is necessary to reduce the number of firefighting employees, probationary employees will be laid off first. Thereafter, employees will be laid off in accordance with their seniority and recalled, following a layoff for lack of work or funds, on the same basis.

When he has been laid off for lack of work or funds for a period in excess of twenty-four (24) consecutive months.

#### ARTICLE IV – WAGES

Section 1: Wages are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2: Annually on the first full payroll in July, each 54-hour Firefighter who has completed his probationary period and each 54-hour Captain will receive an Acting Pay bonus in the amount of three hundred thirty-three dollars (\$333). Employees to whom such payments are made will accept fill-in assignments as directed.

Any bargaining unit member who performs the duties as an acting role for more than two consecutive tours of duty, or six (6) shifts shall be compensated at the wage of the higher rank (or and step) as specified in Appendix A for the time worked in the higher rank.

For Short-term Acting or Fill-in roles (defined as less than or equal to 6 consecutive shifts) – Bargaining unit member must be off of probation and must have a total of 2 years' experience in the fire service at the lower position to be eligible.

For Long-term Acting or Fill-in roles (defined as greater than 6 consecutive shifts) – Bargaining unit member must have 4 years' experience in the fire service at the next lowest rank and must have completed the 'Acting Officer Training Program Checklist' as agreed upon between the Division Chief of Training and the Union President or his designee.

Section 3: Bargaining unit members will receive their pay by way of direct deposit with funds being deposited into the employees' accounts at the financial institution designated by the employee. This includes regular payroll, bonuses and/or allowances.

## ARTICLE V – HOURS OF WORK

Section 1: Employees assigned to firefighting duties are assigned to shifts under a three (3) platoon system consisting of three shifts (A, B and C shifts). The normal hours of work for firefighting employees shall be a twenty-four (24) hour shift commencing at 7:00am and, arranged on an annual basis, shall consist of a fifty-four (54) hour week. In addition, if the Congress of the United States and/or the State of Michigan enacts a law or laws affecting the hours of work, the Employer has the right to set the hours in conformity thereto. Unless it is necessary to lay off personnel as provided in Article III, Section 6, the number of personnel assigned to 54-hour schedules will not fall below 30.

- A. 54-hour off days will be modified such that employees may choose to use their "54-hour off days" as a day off, but must schedule this during Vacation Picks in December of each year. Alternatively, employees will be paid 1-1/2 times their then-current hourly rate for any overtime hours that are worked. Paid time off (vacation time or sick time) will be counted as hours "worked" for purposes of calculating overtime.



- B. Minimum daily staffing will be considered 7 employees. Anytime staffing drops below 7, overtime or compensatory time will be utilized to reach the daily minimum.
- C. There will be a mandatory minimum of two officers on duty at all times. The only exception to this will be in the event that two "senior firefighters" with a minimum of four (4) years of experience are also on duty. In that event, the minimum number of officers on duty may drop to one. The position of Battalion Chief will always be filled either by a full time Battalion Chief or a Captain who is authorized to serve in the 'Acting' Battalion Chief role.

Section 2: The Public Safety Director or his designee for the purpose of authorizing overtime payments, will be the determining authority of the necessity for overtime work. 54-hour overtime opportunity shall be first opened to 54-hour employees. Overtime under this section shall be paid at the 54-hour rate (i.e. annual salary divided by 2808, time and 1/2 rate).

Section 3: All scheduled time worked in excess of the regularly scheduled work week will be paid at time and one half of the employee's then-current regular hourly rate of pay (i.e. annual salary divided by 2808, time and 1/2 rate).

An employee who responds to an Emergency Recall will be paid a minimum of two (2) hours. This does not apply when an employee fills in for another employee's scheduled hours. When an employee responds to an emergency recall and it is two (2) hours or less before the start of the employee's regularly scheduled shift start time, the employee will be paid for only the time worked at the overtime rate (time and 1/2 the regular hourly rate) up until the start of his shift

Section 4: Firefighters will have the option to use 'Compensatory Time' in place of overtime. Compensatory time will be converted at a rate of time and 1/2. Firefighters will have the choice to be compensated in overtime or compensatory time for extra shift assignments or for mandatory training. For approved elective training, firefighters will be compensated with compensatory time unless arranged otherwise with Fire Department Administration.

- Compensatory time will be used within a 6-month period from the time worked. Any unused compensatory time will be paid out after 6-months at the overtime rate of time and 1/2.
- Bargaining Unit members may accrue up to 240 hours of compensatory time (i.e., 160 hours of time worked) at any one time.
- Use of compensatory time will be handled in the same manner as vacation whereas time can only be used if the number of firefighters off does not exceed daily requirements.

- Compensatory time for each employee will be tracked in ADP and/or the online scheduling program.

Section 5: When it is necessary for an employee to serve as a Firefighter witness in a court proceeding at a time other than his regular duty day, such employee shall be paid by the Employer for all time spent in court on an overtime basis, provided he worked his regularly scheduled shift during that work week. Witness fees must be turned over to the Employer along with any travel reimbursement if a City vehicle is used. An employee will be paid a minimum of two (2) hours.

Section 6: The City shall conduct employee shift bidding every two years, starting in 2020. The following process will be followed:

- A. The last Wednesday of October, shift bids for 54-hour assignments will be conducted at 7:30am, at Fire Station 1. An employee can submit their request in person, over the phone or in advance by writing.
- B. Shift bids will be conducted in accordance to seniority by position, starting with Battalion Chiefs, then Captains followed by Firefighters.
- C. Employees will select both shift and station assignments.
- D. Specialty assignments may be linked to each station and employees shall bid knowing they may be required to assist with specialty assignments should they be assigned at that station.
- E. Shift assignments will start with the first new 28-day cycle in January of the following year.

The City may, with fourteen (14) days advance notice, modify the days and station assignment of some or all 54-hour firefighters to meet service and department needs. Also, with the same fourteen (14) day notice, the City may modify a firefighter's schedule from 54 hours per week to 40 hours per week, in order to accommodate training of that firefighter if the City deems necessary. Work schedules will be assigned for no less than a one (1) pay period. Employees may voluntarily agree to the changes described above with less notice and for a shorter duration.

If an opening is created during the year on a specific shift/station, employees in the same classification will be offered the opportunity to bid for the open shift and/or station, which shall be awarded to the most senior employee submitting a timely bid.

Section 7: The City of Portage will consider temporary light duty work assignments for all employees who incur a work-related injury or illness and have been placed on restrictions by a treating physician. The City will continue to comply with the Family Medical Leave Act in this regard.

Non-occupational injuries/illnesses:

Restricted duty assignments, for non-occupational injuries/illnesses will be at the discretion of the Director of Public Safety and/or his designee.

## ARTICLE VI – HOLIDAYS

Section 1: All employees assigned firefighting duties, in lieu of the above-listed holidays, shall receive an annual holiday bonus equal to one hundred and twenty-two (122) hours paid in two (2) sixty-one (61) hour installments on the first regular payroll following December 1<sup>st</sup> and June 1<sup>st</sup> of each year to employees on the payroll on those dates, at the employee's then current hourly rate of pay. Upon separation from employment, eligible employees shall receive a prorated payment of the next benefit due. Prorated payments shall be made at a rate of 10.167 hours of pay for each full month worked after December 1 or June 1 as applicable.

## ARTICLE VII – VACATIONS

Section 1: Regular, full-time firefighting employees who have completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth:

- A. When an employee completes six (6) months of continuous service with the Employer since his last hiring date, he shall thereafter be entitled to sixty (60) hours of paid vacation provided he continues working for the Employer thereafter. The vacation time off may be taken after completion of said six (6) months of continuous service and shall be arranged for in accordance with the procedure set forth in this Agreement.

- B. Following the first six (6) months of employment, each employee shall be credited monthly with the fractional equivalent of vacation at the rate of one hundred twenty (120) hours per year.
- C. Upon completion of four (4) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred sixty-eight (168) hours per year.
- D. Upon completion of seven (7) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of two hundred, sixteen (216) hours per year.
- E. Upon completion of fourteen (14) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of two hundred forty (240) hours per year.
- F. Upon completion of nineteen (19) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of two hundred sixty-four (264) hours per year.

Section 2: Employees shall select their paid vacation on the following basis:

- A. Once an employee's vacation time is set, it may not be cancelled by the City because of an absence of another employee due to illness or injury.
- B. The selection shall take place on the first Tuesday and Wednesday of December, beginning at 7:30am on each such days. Vacation selection shall be on the basis of Department seniority. An employee may select any number of his days during each selection, provided that his selected days are consecutive days. After any pick, he shall not pick again until everyone else has made a selection.

Section 3: If an employee, who is otherwise eligible for vacation with pay, quits, retires, dies, or is discharged on or after the anniversary date upon which he qualifies for such vacation with pay without having received the same, such employee will receive, along with his final pay check, the vacation pay for which he qualified as for such anniversary date.

If an employee quits or is discharged prior to any anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date. However, if an employee retires under

the pension plan or dies prior to such anniversary he, or in the latter case, his designated beneficiary, shall receive a pro rata share (as of the date of retirement or death) of the vacation pay for which he would have qualified as of the following anniversary date.

Section 4: Vacation time shall be accumulative to be a maximum of one and one half (1½) times an employee's annual accrual of said vacation leave. Such notification shall be prior to action taken to correct an over-accumulation situation. Requests for additional accumulation for a specific time or purpose may be approved, at the sole discretion of the employer.

No vacation pay will be paid in lieu of vacation except in cases of extraordinary circumstances, as approved by the City Manager. Requests for accumulation of vacation hours in excess of the maximum must be recommended by the Director of Public Safety and submitted to the City Manager for approval. Documentation will be maintained in the employee's permanent personnel file.

#### ARTICLE VIII – SICK LEAVE AND LONG-TERM DISABILITY-TERM DISABILITY

Section 1: Upon ratification, the Employer shall provide, at its sole expense, a long-term disability policy for all employees covered hereunder with an insurance carrier authorized to do business in the State of Michigan. Such policy shall provide for payment of two-thirds (2/3) of the employee's base salary (calculated as of the time of the disability), with such disability payments commencing not later than eighteen (18) weeks after the date of a non-duty illness or injury. Said policy shall further provide that the provisions for two-thirds (2/3) of income, as set forth above, shall be continued through age sixty-five (65), subject to other terms and conditions as provided by the carrier. It is further agreed that upon commencement of payments under the long-term disability policy, no employee shall utilize accumulated sick leave time for additional payment.

Section 2: Upon completion of six (6) months of continuous employment, regular full-time shift employees will be credited with 72 hours of sick leave. Employees hired prior to July 1, 2012 will accumulate paid sick leave credits on the basis of twelve (12) hours per month up to a maximum of one thousand four hundred (1,400) hours. Beginning with the seventh (7<sup>th</sup>) month of continuous employment, employees hired on or after July 1, 2012 will accumulate paid sick leave credits on the basis of nine (9) hours per month up to a maximum of one thousand four-hundred (1,400) hours

Section 3: In order to qualify for sick leave payments, the employee must report to the Public Safety Director or his designee one (1) hour before his normal starting time on the first day of

absence unless, in the judgment of the Public Safety Director or his designee, the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.

- A. In order to qualify for sick leave payments in excess of two (2) consecutive full shifts, employees shall furnish a signed doctor's certificate upon return to duty.

The following will count towards sick leave: approved FMLA events, partial day absences and prearranged doctor or dentist appointments.

Section 4: Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

- A. When an employee's absence from work is due to a non-duty illness or injury. Paid sick leave may be used for time missed due to the treatment of substance abuse.
- B. When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment by the City and which is compensable under the Michigan Workers' Compensation Act and/or the First Responders Presumed Coverage Fund, he shall be paid the net difference between what the employee receives in workers' compensation benefits (and/or presumed coverage benefits) and what he normally would have been paid for the time necessarily lost from his regularly scheduled duty days due to such illness or injury, for a period not to exceed twenty six (26) weeks in any 12 month rolling period. It is understood that the employee's sick leave accrual will be frozen during the time period in which the employee is receiving such supplement. After such 26 week period the employee will be entitled to utilize his unused paid sick leave credits to make up the net difference between the amount of daily benefits to which he is entitled under such Act and the amount of daily salary he would have received in his own classification had he worked, but not to exceed the total equivalent of what he would have received in daily pay on a twenty-four (24) hour per day basis.

The net difference will be calculated by computing an employees' normal net pay with only statutory deductions and deducting the workers compensation (and/or presumed coverage) payment amount. This net difference shall equal the city supplement and the city will "gross up" to cover taxation. Employees may have the option of utilizing accrued sick hours to increase the supplement check to be equal to the prior payroll dollar contribution to their 457 deferred

compensation plan. Employees electing to utilize sick hours in addition to the city paid supplement must contribute their entire supplement to their 457 deferred compensation plan.

- C. A 54- hour employee may use up to 72 hours of sick leave and a 40-hour employee may use up to 40 hours of sick leave, per occurrence, for the critical illness or critical injury of an immediate family member requiring hospitalization or hospice care treatment. All employees may use up to 72 hours of paid sick time per calendar year in compliance with the Michigan Paid Medical Leave Act.

Sometimes, employees have what is considered an “alternative family situation” (example, close family friend who acts in a role of a traditional family member such as father, grandfather, etc.), the Director of Public Safety or his designee shall review the details of the situation and grant permission for leave under this section.

Section 5: Whenever sick leave payments are made under this article, the amount of such payments shall be deducted from the employee’s accumulated unused bank of paid sick leave credits.

Section 6: When an employee has used all of his accumulated sick leave and accrued vacation time and continues to remain on the sick list, and payments are not yet due under the long-term disability policy, other employees, with the prior approval of the Public Safety Director or his designee, may voluntarily work in such employee’s place without compensation and without charging the Employer for the time.

Section 7: When an employee hired prior to July 1, 2012 meets any one of the below listed conditions, the employee, or his beneficiary, shall become eligible to receive fifty (50%) percent pay for only the first one thousand two hundred (1,200) hours sick leave accumulated at the time he ceases to be an employee. When an employee hired on or after July 1, 2012 meets any one of the below listed conditions, the employee, or his beneficiary, shall become eligible to receive fifty (50%) percent pay for up to one thousand (1,000) hours of sick leave accumulated at the time he ceases to be an employee:

- A. The death of the employee occurs while employed by the City of Portage.
- B. The employee reaches his fiftieth (50) birthday while an employee with the City of Portage.
- C. The employee reaches his 10<sup>th</sup> anniversary of uninterrupted employment.

- D. If it becomes necessary to discontinue employment as a result of an employee becoming disabled and is unable to continue his unrestricted duties as a firefighter.

## ARTICLE IX – LEAVES OF ABSENCE

Section 1: Pursuant to the terms of the Uniformed Services Employment and Reemployment Rights Act (USERRA), leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders. Employees who are ordered to report for annual field training hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefore and what they would have received as regular pay from the City had they worked during such period. The compensation thus paid by the City shall not exceed the difference in pay for a period of two (2) weeks in any one calendar year. If there is a conflict between the terms of this section and the terms of USERRA, the terms of USERRA will prevail.

Section 2: A full-time employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of USERRA and/or any other applicable laws then effective.

Section 3: Employees shall receive straight time pay for three (3) working days of leave time (72 hours for 54-hour employees) from the time of death of an immediate family member for time lost from work. Immediate family shall be defined as current spouse, mother, mother-in-law, father, father-in-law, step-mother, step-father, stepchildren, grandchildren, step-grandchildren, employee's grandparents, grandparents-in-law, child, brother, sister, brother-in-law and sister-in-law. Sometimes, employees have what is considered an "alternative family situation" (example, close family friend who acts in a role of a traditional family member such as father, grandfather, etc.), the Director of Public Safety or his designee shall review the details of the situation and grant permission for leave under this section.

Section 4: Employees who are elected or selected by the Union to accept a full-time assignment with the International Union which assignments takes them away from their employment with the City, shall upon written request by the Union served upon the Human Resources Department of the City at least thirty (30) calendar days prior to the anticipated start of such leave be given a leave of absence without pay or fringe benefits and without loss of seniority for such purpose provided that no more than one (1) employee shall be granted such leave at the same time and provided further that such leave shall not exceed two (2) years or the duration of



that assignment whichever is shorter. In the event the employee wishes to continue his health and life insurance and pension plan, he may do so at his own expense pursuant to the terms of the plan.

Section 5: Employees who are elected or selected by the Union to attend functions of the International Union such as conventions, educational conferences and other legitimate Union activities may be allowed time off without pay and without loss of seniority to attend such conventions, educational conferences or other legitimate Union activities provided the Human Resources Department is advised in writing by the Union of such intended absence at least nine (9) calendar days prior to the start thereof and provided further that not more than two (2) will be granted a leave for this purpose at any one (1) time.

Section 6: An employee who has exhausted or does not qualify for sick leave because of illness, accident, or pregnancy or is physically unable to report for work without limitation or restriction shall be given a leave of absence without pay, fringe benefits and without loss of seniority of not to exceed two (2) years as follows;

An employee on a medically related absence who wishes to extend his full employment status, with benefits, must first utilize all accumulated sick leave and vacation leave. An employee (who has first exhausted the foregoing, and who, because of illness, accident, or pregnancy remains physically unable to report to work) shall also be given a leave of absence without pay or benefits and without loss of seniority provided he promptly notifies the employer of the necessity therefore and provided further that he supplies the Employer with a certification from a qualified physician of the necessity therefore and provided further that he supplies the Employer with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when the same is requested by the Employer. Such a medical leave shall expire no later than two years after the first day of any medically related absence exceeding 30 calendar days. The maximum extent of the leave as provided for in this paragraph shall be specified in writing to the employee at the time a request is granted. In the event the employee wishes to continue his health and life insurance and pension plan, he may do so at his own expense pursuant to the terms of said plan.

## ARTICLE X – INSURANCE

Section 1: The Employer agrees for the life of this agreement to provide health insurance levels provided by BCBS of Michigan CB PPO-1 Modified Option for coverage under the health insurance plan, the employer will pay a maximum amount up to the annual premium caps of issued each year by the Michigan Department of Treasury pursuant to PA 152. Employees will pay the remainder of the premium through payroll deduction. Family continuation coverage will

continue to be available to employees based on carrier conditions with the premiums to be paid by the employee through a payroll deduction.

Any employee who can provide evidence of coverage and elects to opt out of the City insurance plan shall receive a monthly cash payment equal to 40% of the monthly premium paid by the City for single, double or family coverage, whichever is applicable to the employee. Payment shall be made through the regular payroll system. Opt out elections made during open enrollment must remain in effect for the entire plan year for all employees unless the employee experiences a "qualified change in family status" as described by HIPAA and/or Section 125. TO determine if a "qualified change in family status" has occurred, please contact the Department of Human Resources. An employee who is waiving health insurance and experiences a qualified change in family status must notify the Department of Human Resources within thirty (30) days of the qualified change in family status to be eligible to enroll/re-enroll in a City health plan.

The Employer may provide identical or better benefits through another insurance carrier licensed to do business in the State of Michigan.

Section 2: The City will contribute the following amounts to the Firefighter Retiree Health Insurance Fund:

- July 1, 2020 \$195,000
- July 1, 2021 \$195,000
- July 1, 2022 \$200,000
- July 1, 2023 \$200,000

- A. Employees who retire from the city and continue insurance coverage through the city will have the option of continuing single, two-person (employee and spouse) or family coverage, subject to the conditions of the group insurance plan.
- B. The Pension and Retiree Health Insurance Fund Trustees shall be the sole source for developing rules for the management, operation, and administration of the Portage Firefighters Retiree Health Insurance Plan and Fund. Any changes in the Plan shall be approved by the members of the Union.
- C. The City shall assume no additional responsibility or liability for management of these funds beyond the contractual agreement providing for annual contributions.

- D. The Pension and Retiree Health Insurance Committee/Trustees shall have the exclusive right to establish bargaining unit members' eligibility for benefits and levels of benefits available under the plan.
- E. The Union, its officers, agents, members, and International Union hereby agree to indemnify and hold harmless the City of Portage, the Portage City Council, City Manager, Finance Director, Director of Public Safety, Police/Fire, Senior Deputy Chief Fire Department, Assistant Fire Chief, Senior Deputy Police/Fire Chief Operation and any and all claims, loss, damages, expense, and liability arising from any operation or administration of the Retiree Health Insurance Plan and Fund under control of the Pension and Retiree Health Insurance Committee and the Union.

Section 3: The Employer shall continue to make available a 50-50 co-pay dental insurance rider for the then existing group health insurance benefits subject to the terms and conditions as provided by the carrier. Effective July 1, 1982, the Employer shall add a 50-50 Orthodontic Rider (\$1,000 maximum/lifetime consistent with the terms and conditions established by the carrier). Effective July 1, 1991 the dental insurance rider will be upgraded to a 100/75/50 rider. The Employer shall provide full payment for the premium cost of the dental and orthodontic plan coverage.

Section 4: Effective July 1, 2015, the Employer agrees to pay the monthly premium for Thirty-five Thousand Dollars (\$35,000.00) of group term double-indemnity life insurance with an insurance carrier selected by the City that is authorized to do business in the State of Michigan, with the employee having the option to purchase an additional One Hundred Thousand (\$100,000.00) Dollars of insurance at his own expense, to the extent that the life insurance carrier will permit additional purchases in this amount. (As of the effective date of this agreement the life insurance carrier will allow the purchase of \$20,000 or \$100,000 of optional life insurance. The life insurance carrier may allow purchases of different amounts in the future.)

Section 5: If the City establishes a cafeteria style plan of insurance in the future for non-union employees, the City will allow bargaining unit employees to participate in such a plan on the same basis, but at the same employer expense level provided by this Agreement. Furthermore, bargaining unit members will not be permitted to select a cafeteria plan as an individual, but must either elect such a plan as a unit, or not elect such a plan.

Section 6: The City agrees to contribute \$1,000 into employee's Health Savings Account when they are switching from a traditional plan to a high deductible plan. This will be for the first year, first time they switch only.

## ARTICLE XI – LONGEVITY PAY

Section 1: All regular full-time Firefighters who, have completed five (5) years of continuous service with the City of Portage since their last hiring date shall receive one hundred twenty (\$120) dollars for each year of service.

Section 2: For purpose of this Article, continuous service shall be broken by (1) resignation, (2) discharge, or (3) retirement.

Section 3: Longevity pay will be included in the employee's normal payroll check, to be paid on the payday for the pay period the anniversary date falls in. For the purposes of longevity, that anniversary date shall be the employee's last hire date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he has not quit, retired nor been discharged".

Section 4: In the event of death or separation from the City, the employee or his beneficiary shall receive a prorate amount of the current year's longevity due. For example, in one year if an employee receives a longevity bonus of \$1430 based on an August 1 anniversary date (13 years of service) and the employee leaves employment with the City on November 1, he would be entitled to a prorated longevity payment at separation of 25% of \$1430 or \$357.50.

## ARTICLE XII – PENSION/RETIREMENT

Section 1: Effective July 1, 2020, for all members of the bargaining unit whom were hired prior to July 1, 2012, the Employer will contribute eighteen (18%) percent of the employee's base salary as specified in Appendix A, to the Money Purchase Plan

Effective July 1, 2020, members of the bargaining unit whom were hired after July 1, 2012, the Employer contribution to the Money Purchase Plan shall be ten (10%) percent. The Employer agrees to contribute an additional two (2%) percent to the ICMA/457 Plan as long as the member matches this with their own two (2%) percent contribution.

Payment will be paid to the fund administrator on a monthly basis, i.e., one-twelfth (1/12) of the appropriate percentage of the employee's base salary (as defined above) by the 15<sup>th</sup> of the month for the preceding month. For employees who are not employed for the full month, the contribution in that instance will be prorated accordingly.

Section 2: Partial month payments due to changes from one classification to another or from one step to another shall be paid at the rate in effect on the last day of the previous month. NO monthly prorated payments will be made.

### ARTICLE XIII – PHYSICAL FITNESS

Section 1: The Association and the City agree that it is in the mutual interest of the City and the employee that all firefighters maintain their physical condition. “Physically fit” shall include the employee’s weight being reasonable. If a physical examination performed by a medical doctor of the Employer’s choice at the Employer’s expense reveals such physical unfitness, and if the employee is not adhering to a regimen prescribed by the Employer’s doctor to correct such unfitness, the Employer may issue a disciplinary warning to the employee. If the employee continues to fail or refuse to comply with a prescribed regimen, he may be progressively disciplined by the Employer at reasonable intervals.

If the employee disagrees with such doctor’s findings, then the employee, at his own expense, may obtain a physical examination from a medical doctor of his choice. Should there be a conflict in the findings of the two doctors, then a third medical doctor mutually satisfactory to the Employer and the Union shall give the employee a physical examination. The fee charged by the third doctor shall be shared equally by the Employer and the employee and his findings shall be binding on the employee, Employer and the Union

Section 2: Firefighters will be allowed to use the physical fitness equipment off duty as long as there is a liability release form signed on file with Administration / Human Resources.

Section 3: Employees shall not be permitted, as a condition of their continued employment, to indulge in the use of any tobacco products or any other smoking materials.

Section 4: Following any inpatient surgery, outpatient surgery or hospital admission the employee will provide medical documentation of the ability of the employee to return to his regular work assignment. The employee will not be permitted to return to his regular work assignment until the City has been provided with the requested medical documentation that the employee is able to return to his regular work assignment. The Return to Work form is Appendix B of this agreement.

- A. The duties of a firefighter are physically demanding. Research has established that annual physicals and wellness programs substantially decrease the possibility of firefighter injury or death. The Association and the City agree that it is in the mutual interest of the City and the employee that all firefighters maintain their personal physical condition.

All members of the Portage Fire Department bargaining unit will participate in the department occupational wellness program, consisting of an annual medical physical examination by their own personal physician and a personal fitness program. The Fire Department, City of Portage, or any other person or entity

will not have access to the medical information collected pursuant to this program without specific written consent of the employee.

- B. The medical physical examination will be completed annually. Any additional cost, including the employee's deductible, of this medical physical examination (the standard annual physical exam, not follow-up tests and treatment) that is not covered by the employee's health insurance will be paid by the City of Portage. Results of the medical physical examination will be provided to the employee. Following the completion of the medical physical examination, a letter will be provided to the City stating that the employee has completed his annual medical physical examination.
- C. The medical physical examination will include at least the following:
  - 1. Completion of a comprehensive medical history of the employee.
  - 2. Physical exam of the head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check.
  - 3. Vision screening
  - 4. Audio screening (sound booth or whisper test)

The following will be completed after a baseline is established, as indicated or, **more or less frequently, as determined by the physician:**

- 1. Lab analysis – chemistry panel 23, CBC with differential including heavy metals, C-Reactive Proteins, TSH, lipid profile, PSA screening and urinalysis. These tests will not be used to determine drug use.
- 2. Electrocardiogram (12 lead EKG)
- 3. WFI sub maximal graded treadmill evaluation (stress test) every three (3) years.
- 4. Pulmonary function testing every three (3) years.
- 5. Chest X-Ray every five (5) years.

- D. The personal fitness program will consist of a wellness maintenance plan. The City will provide an independent qualified health and fitness coordinator who will work one on one with each employee to establish current fitness benchmarks, using a standardized program to measure employees' current fitness levels.

Following this, the coordinator will create a personal fitness program that the employee can follow. This program will be customized for each employee's personal needs in order to help them achieve fitness goals. Employees will have access to the fitness coordinator twice annually in order to measure results and modify their personal plan.

In addition to a personal fitness program, employees will be given annual wellness and nutritional education and counseling regarding health promotion.

- E. All members of the Portage Fire Department bargaining unit will be required to participate in the personal fitness program. It is the responsibility of each firefighter to see that their level of fitness to perform the job duties of a firefighter is maintained at all times.

It will be the goal for each member to have a minimum of one (1) hour to participate in the fitness program throughout the shift. Employees will be allowed time on duty to participate in the fitness program based on work schedule, work assignments and emergency call load. A minimum of thirty (30) minutes must be performed unless otherwise approved by the on-duty Battalion Chief.

#### ARTICLE XIV – PROMOTIONS

Section 1: Promotional Process – Battalion Chief and Captain. The following steps will be required for all candidates applying for promotion within the Portage Fire Department.

To be eligible to participate in the promotional process for the promotional vacancies, employees must possess the following criteria:

##### Battalion Chief

4 years of continuous service as a full time Fire Captain  
Associates Degree (Bachelor's preferred)  
Fire Officer III or equivalent

Captain

4 years of continuous service as a full time Firefighter  
Associates Degree or a minimum of 10 years fire service experience.  
Fire Officer II or equivalent

The City agrees to only seek external candidates for the position of Captain if there are fewer than two (2) qualified internal candidates eligible for and interested in the promotion. The City agrees to only seek external candidates for the position of Battalion Chief if there are fewer than three (3) qualified internal candidates eligible for and interested in the promotion. External candidates must meet the criteria above to be eligible for consideration.

When it is determined that there is an opening for the position of Battalion Chief and/or Captain, a communication will be sent out to notify all employees of the opportunity. Employees who meet the criteria must submit a letter of interest to be considered for the position.

The selection process will be determined through a two-part interview consisting of;

First Interview

The first interview will consist of a panel interview. The panel will be comprised of the following;

- 3 - Battalion Chiefs (if a Battalion Chief can't attend, they may opt to designate a Division Chief for their Proxy. In the alternative, one – but not more than one – Battalion Chief may choose a proxy other than a Division Chief, who is one level lower than the vacant position being interviewed for)
- 1 – Human Resources
- 1 – Assistant Chief

Interviews can be held so long as five (5) are present. A majority consensus is needed to pass any candidate along to the Final Interview.

Final Interview

The final interview will be conducted by the;

- Director of Public Safety
- Senior Deputy Fire Chief
- Human Resource

Upon completion of the final interview, the Director of Public Safety will select one candidate for promotion.



Section 2: An employee who is promoted to a position within the bargaining unit or outside of the bargaining unit will be on a six (6) month probationary period. If during the probationary period, it is determined that the employee is unable to satisfactorily perform the job he will be returned to the position held prior to the promotion. The employee may voluntarily return to the previous position within the six (6) month probationary period.

Section 3: In the event that an acting position will be 'indefinite' or 'long-term', the Director of Public Safety has the discretion to conduct an interview process (using the process listed above) to fill the vacancy created by the absence. The candidate chosen would serve in the acting position with the understanding that if the position became a permanent one, they would be the one to fill the position.

In the event that the employee whom created the vacancy returns to full duty, the person who was filling the acting position would return to their former position, prior to being moved to the acting position.

## ARTICLE XV – CONTINUING EDUCATION

### Section 1:

- A. Employees who possess an Associate's Degree which is determined to be job related by the Director of Public Safety or his designee shall receive an annual bonus of Two Hundred Fifty (\$250.00) Dollars per year, but no additional compensation for other twelve (12) hour credit blocks.
- B. Employees who possess a Bachelor's Degree which is determined to be job related by the Director of Public Safety or his designee shall receive an annual bonus of Five Hundred (\$500.00) Dollars per year, but no additional compensation for other twelve (12) hour credit blocks.
- C. No employee, regardless of the number or types of degrees or credits, shall be eligible for an annual college incentive bonus which exceeds Five Hundred (\$500.00) Dollars per year. Only one Associates, one Bachelors, or one Master's Degree may be applied to this bonus.
- D. Request for payment shall be made annually in writing prior to January 31.

Section 2: Employees seeking the college incentive bonus under this Article shall provide a certified transcript or certificate of degree awarded prior to January 31<sup>st</sup> each year, unless no

change has occurred since the previous year's request. In those instances, the transcript of the previous year will continue to serve as evidence of accumulated credits.

Section 3: Payment of the college incentive bonus under this Article shall be made on the first regular payroll after February 1 in each succeeding calendar year.

Section 4: For purposes of this Article, employees shall be entitled to certify college credits already accumulated, those currently in process, and any credit hours completed from the date hereof.

Section 5: A tuition reimbursement program that will not exceed \$4,500 annually (earned during each year from July to June) is hereby established in accordance with the following provisions:

- (a) Each employee who wishes to participate in the tuition reimbursement program shall make application to the Director of Public Safety or his designee not later than August 1, December 1, or April 1 of each year, which will include the name of the college or university, a title and brief description of each course, the number of credit hours, and verification from the college or university of tuition cost.
- (b) The Director of Public Safety or his designee will review all requests and notify each applicant within ten (10) calendar days after the application cutoff date of the credits that are eligible for reimbursement and the amount of tuition reimbursement that will be available.
- (c) In the event available funds will not provide the fifty (50) percent tuition reimbursement for current applicants, the amount of reimbursement shall be determined so that each applicant shall be entitled to a proportional share of available funding in direct relation to the total amount of tuition reimbursement approved as eligible. The Director of Public Safety or his designee will so notify each applicant of the amount of benefit approved and available within ten (10) calendar days of the cutoff dates for application.

In no event shall an employee be entitled to more than five hundred (\$500.00) dollars per semester, with an annual maximum of one thousand five hundred dollars (\$1,500.00).

## ARTICLE XVI – GENERAL

### Section 1: TRADE TIME

The Employer and the Union agree that employees may have the privilege of trading work days with the other employees with the advance permission from the Battalion Chief, under the direction of the Director of Public Safety.

Trades of time must meet the following standards:

- Trades of time are managed and recorded by the individuals
- Trades of time must be scheduled and approved in the online scheduling system software
- Trades of time will not be approved if they result in less than one (1) officer being on duty or it otherwise creates overtime.
- Short term trades will only be allowed between those who are qualified to serve in 'acting' roles.
- Trade time will be reviewed and approved by a Battalion Chief (or acting Battalion Chief) after he reviews to make sure minimum staffing requirements are on duty, the trade time does not create overtime, and the trade time does not negatively affect the individual's performance in his job function.
- Non-medical trade of time will not exceed five (5) consecutive duty days unless approved by the Director of Public Safety or Fire Chief
- When individuals are engaged in trade time, it is the responsibility of the employee being paid to work the trade in the event their counterpart is unable to actually work the trade. (If you are working for me on a trade and you call in sick, it is my responsibility to cover or work my shift). Failure to comply with the trade policy shall result in disciplinary action to include a suspension of trade time privileges.

### Section 2: REVIEW of PERSONNEL FILE

Any employee covered by this Agreement may view the contents of his personnel file in the Human Resources Office in the presence of a member of the Human Resources staff at any reasonable time, upon 24-hour advance request, and upon the employee's request, a committee person may view the contents thereof under the same conditions in the employee's presence.

### Section 3: SAVINGS CLAUSE

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or

enforcement of any provision should be restrained by such tribunal pending a final determination of its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision. It is further understood and agreed that the wages, hours, and other terms and conditions set forth in this Agreement shall be subject to all laws enacted by the Congress of the United States and/or the State of Michigan, and the Employer reserves the right to change only those provisions of the contract in conformance thereto.

#### Section 4: COLLECTIVE BARGAINING RECOGNITION

It is understood and agreed that this Agreement supersedes any and all rules, regulations or practices of the Employer which are contrary or inconsistent with the terms and provisions herein contained. The Personnel Management Plan (City Ordinances), Personnel Rules and applicable Administrative Orders of the City shall be applicable to the employees within the bargaining unit unless such plan, rule or orders have been specifically abrogated by the terms and conditions of this agreement. However, nothing in this Section or anything in this Agreement shall serve as a waiver of the Union's right to bargain concerning mandatory subjects of bargaining unless such waiver is explicit and unequivocal.

#### Section 5: LEGAL WORK RIGHT

It is specifically agreed that the Employer will not require any member of the Fire Department to engage in work that will violate any law or ordinance by asking employees to perform work that would require licensing by either the state or federal government. This does not apply to good housekeeping.

#### Section 6: WORK UNIFORM INCLUDING PPE

It is specifically agreed that the Employer will continue to furnish the following apparel:

- A. The initial dress uniform to consist of trousers, suit jacket and cap, all subsequent new dress uniforms shall be purchased by the employee. The Employer will cover the cost of modifying uniform if employee is promoted.

- B. Turnout gear to consist of coat, helmet, protective hood, bunker pants, bunker boots, and gloves. It shall be "first-line" equipment with Scotch lite markings on coat and boots.

The City shall continue to provide the initial work uniform and linen issue inclusive of uniform shirts, pants, work shirt pullover or sweatshirt, sheets, pillow cases, and towels in accordance with standard uniform specifications recommended by the department uniform committee and approved by the Director of Public Safety or his designee. The Director of Public Safety or his designee shall have final approval authority for all uniform standards pertaining to the design, color, cleaning and maintenance of work uniforms.

- A. It shall be the responsibility of the employee to maintain established uniform and appearance standards, including uniform and linen cleaning and laundry as well as uniform item replacement.

The daily work uniform will be comprised of the following;

- PFD Duty T-Shirt and/or Polo Shirt (approved design)
- EMS Style (cargo pocketed) Duty Pants / Shorts
- Job Shirt / PFD Sweatshirt (approved design)
- Work Boots / Shoes
- Work Belt

Employees are permitted to wear any of the above items as long as they are a part of the approved work uniform (pants, shorts, t-shirt, polo, job shirt, sweatshirt).

PFD Ball caps and winter hats are also permitted to be worn. Non-EMS style shorts will be permitted to be worn under PPE for training, physical fitness or as non-public, station wear attire. When leaving the station, employees must wear pants, shorts or turnout pants.

- B. Badge Shirt or a Polo Style Shirt may be required to be worn when attending special functions, ceremonies or events as deemed by the Director or his designee. It is acknowledged that the badge shirts are not intended to be utilized as an everyday work shirt.
- C. If the Director of Public Safety changes the uniform items that have not already been utilized/provided, the City recognizes its obligation to pay for/provide

these items, with subsequent replacement to be purchased by the Employee, as with other uniforms.

- D. A Uniform Committee will be comprised of one member of each shift (unless no one volunteers) and one Union Executive Board member. The Uniform Committee will be responsible for reviewing and recommending any changes to the daily work uniform design. They will also make recommendations to the Director of Public Safety or his designee about any station/shift specific, special event or causes attire that may be worn if approved.
- E. Each employee shall receive an annual uniform cleaning, replacement and personal equipment allowance one thousand, seventy-five (\$1075) dollars (regardless of employee classification) to be used for the purpose of work uniform cleaning and purchase of replacement uniforms. Said uniform allowance will be prorated for time out of the unit for purposes of promotion (out of the unit), layoff or extended leave of absence (greater than 60 days).

The annual uniform cleaning and maintenance allowance shall be paid on the first regular payroll after July 1.

Upon separation from employment, the employee shall be credited with the prorated share of the last benefit payment due.

The Employer will continue its practice of stocking three (3) extra sets of turnout gear as defined in Article XVI, Section 6 (b).

Employees can have their most recently retired PPE (turnout coat and bunker pants) when it is rotated out of service. Employees will sign a liability waiver with the City and have all references to "Portage" removed from the PPE.

#### Section 7: SECTION WORK ASSIGNMENTS

Employees who are responsible or regularly perform 'Section Work' will receive annual compensation for performing this extra function. Section Work titles and compensation rates included are as follows

- A. SCBA Technicians - \$400

- B. Car Seat Technicians - \$400 (unless Employer decides all employees will become Car Seat Technicians)
- C. TRT Team - \$400 (on 5<sup>th</sup> District TRT Team)
- D. Hazmat Team - \$400 (on Kalamazoo County Hazmat Team)
- E. Fire Investigators - \$400 (on Kalamazoo County Fire Investigation Team)
- F. Fire Inspectors - \$400

The Bonus will be payable the 1<sup>st</sup> regular payroll in July for the previous 12-month period, prorated on a monthly basis (full or partial) if applicable.

#### Section 8: TATTOOS

Tattoos will be considered acceptable as long as they are not considered offensive. Tattoos may not be on the head or face. Offensive or inappropriate tattoos will be considered as any that display the following:

- A. Racism
- B. Sexism or sexually suggestive or explicit
- C. Obscenity or profanity
- D. Gang or drug related images
- E. Political in nature

Any offensive or inappropriate tattoos must be covered at all times when on duty.

#### Section 9: FOOD ALLOWANCE

Each employee assigned to a 54-hour shift will receive an annual food allowance of one thousand (\$1000) dollars which will be paid in one lump sum in compensation paid on the first regular payroll after June 1. This will be prorated for employees who have been employed for less than one (1) year. Upon termination, an employee will receive a pro-rata share of the food allowance to which he would be entitled on the following June 1. Said food allowance will be prorated for time out of the unit for purposes of promotion (out of the unit), layoff or extended leave of absence (greater than 60 days).

Section 10: MFR / EMT

An MFR license is required to be eligible for hire. An EMT-B license is preferred. Employees may use tuition reimbursement to obtain the EMT-B license. The city will continue to provide the EMS continuing education training. If an employee misses the training it is the responsibility of the employee to obtain the training required to maintain their license

Section 11: AUDIO RECORDING

The Union and the Fire Department Administration mutually agree not to record the other without disclosing their intention to do so in advance. This agreement does not apply in the situation of an Internal Investigation or Criminal Investigation. This agreement also does not apply to the use of legally authorized police equipment (body cameras, squad dash cameras with accompanying wireless microphones, etc.)

ARTICLE XVII – GRIEVANCE PROCEDURE

Section 1: For the purpose of this Agreement, the term “grievance” means any dispute with respect to the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

FIRST STEP: An employee who believes he has a grievance must submit his complaint to the Senior Deputy Fire Chief of Operations in charge of operations within seven (7) calendar days after he has knowledge or when he becomes aware of the event upon which the complaint is based. Oral submission by the Union is acceptable and will be followed up in writing. The Senior Deputy Fire Chief of Operations shall give the employee a verbal answer within five (5) calendar days after the complaint has been submitted to him. This will also be followed up in writing.

SECOND STEP: An employee’s grievance shall be submitted in writing to the Director of Public Safety. All grievances shall state the facts upon which they are based, when they occurred, shall be signed by an authorized Union representative and shall be submitted to the Director of Public Safety within seven (7) calendar days after the occurrence of the event upon which said grievance is based or when the employee becomes aware of the facts upon which it is based. The Director of Public Safety shall give a written answer to the Union within five (5) calendar days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled, retained by the Union and one (1) by the Employer.



THIRD STEP: If the grievance is not settled in the Second Step and if it is to be appealed to the Third Step, the Union's grievance representative shall notify the City Manager in writing within five (5) calendar days after receipt of the Second Step answer of the desire to appeal. If such request is made, the City Manager and/or someone designated by him shall meet with the Union's representative within seven (7) calendar days after receipt by the Employer of the notice of desire to appeal the discuss the grievance. The grievant may also attend this meeting. A written Third Step answer shall be given to the Union representative within fifteen (15) calendar days after such meeting. If the answer is mutually satisfactory, the Union representative shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employer.

FOURTH STEP: If the grievance has not been settled in the Third Step either party may submit the grievance to arbitration through the Federal Mediation and Conciliation Service (FMCS) or the Michigan Employment Relations Commission (MERC) in accordance with the rules of the selected agency. Submission must be made within fifteen (15) calendar days after receipt of Employer's third step answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal by the Union of such grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any of the provisions of this Agreement but shall be limited solely to the interpretation and the application of the specific provision contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the FMCS or MERC shall be shared equally by the Employer and the Union. The wages and expenses of witnesses and representatives of the Employer shall be borne by the Employer and the wages and expenses of the witnesses and representatives of the Union shall be borne by the Union.

Section 2: Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Employer or Union fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be automatically referred to the next step in the grievance procedure; provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration.

Section 3: Grievances on behalf of a majority of the unit shall be filed by the Chairman of the Union's Grievance Committee or, in his absence, any member of the Union's Executive Board.

Section 4: The Employer shall be promptly informed in writing as to the membership of the Union's grievance representatives and any changes therein.

Section 5: The Union representative shall suffer no loss of pay from his regularly scheduled work for time necessarily spent while attending grievance meetings as provided for in the grievance procedure or for time spent investigating grievances, so long as advance permission is

requested as in the Section on 'Union Meetings'. The Union may select not to exceed two (2) members of the grievance committee to attend any meeting with the Employer for the purpose of processing grievances as was the practice at the beginning of the agreement.

## ARTICLE XVIII – SUSPENSION AND DISMISSAL CASES

Section 1: In the event an employee under the jurisdiction of the Union shall receive a written/verbal warning, be suspended from work for disciplinary reasons, or is discharged from his employment and he believes he has been unjustly suspend or discharged, such suspension, discharge, or written reprimand shall constitute a case arising under the grievance procedure, outlined in Article XVII of this Agreement.

- A. The Employer agrees to promptly notify in writing, the President of the Union (or, in his absence, any member of the Union's Grievance Committee) of such suspension or discharge.
- B. It is understood and agreed that when an employee files a grievance with respect to a written reprimand, a suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

Section 2: In the event it should be decided under the grievance procedure that the employee has unjustly received a written reprimand or is suspended or discharged, the Employer shall reinstate the employee and pay full compensation for any missed time as a result of the suspension or discharge. It shall be at the employee's regular rate of pay at the time of the suspension or discharge, partial, or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension.

Section 3: If an investigation into an incident(s) which may result in discipline to a member of the bargaining unit is initiated, the member(s) subject of the investigation must be notified in writing that they are being investigated, at the beginning of the investigation. The investigation must commence within five (5) calendar days of the incident, or within five (5) days of the Employer becoming aware of the incident and conclude within thirty (30) calendar days whenever possible. If conclusion within 30 days is not possible, the Employer shall notify the Union of the

reason for the extension of the investigation period, and how long the investigation is expected to continue. In all instances, the Employer shall keep the Union advised as to the status of the investigation.

Upon conclusion of an investigation involving possible discipline, the employee shall be notified of discipline to be administered, if any, within forty-eight (48) hours of the conclusion of said investigation. If said discipline involves a disciplinary suspension, said suspension shall begin within five (5) calendar days immediately following the notification of discipline. If the suspension exceeds one scheduled working day, the days shall be served concurrently.

Section 4: Any terminating employee shall be afforded the opportunity to continue a group health insurance policy providing for single employee or two-person coverage for the employee and his spouse. The employee may elect from the policies offered by the City of Portage at the time of open enrollment. Insurance shall be provided in accordance with the terms and conditions of the policy selected and shall be at the City of Portage group rates.

#### ARTICLE XIX – 40-HOUR POSITION

Section 1: In the event that a 40-hour employee is hired, he will work assigned at the discretion of the Director and/or his designee but will be certified as a firefighter, able to respond to emergency calls as needed.

Section 2: 40-Hour firefighter will work a forty (40) hour work schedule, working either a five (5) 8-hour shifts or a four (4) 10-hour shifts.

Section 3: The 40-Hour firefighter will report to the Assistant Chief or his designee or to the on-duty Incident Commander (for emergency responses).

Section 4: Wages for the position of 40-Hour firefighter will be in accordance to the pay scale, found in Appendix A of the Collective Bargaining Agreement.

Section 5: Food allowance for the position of 40-Hour firefighter will be three hundred (\$300) dollars.

Section 6: Uniform and personal equipment allowance for the position of 40-Hour firefighter will be one thousand seventy-five (\$1075) dollars.

Section 7: Vacation time off is scheduled for the 40-Hour firefighter position will be scheduled with the Assistant Chief or his designee.

Section 8: For the position of 40-Hour firefighter, the following dates shall be recognized as 'paid off' holidays:

New Year's Eve Day – ½ day  
New Year's Day  
Martin Luther King Day – ½ day  
Good Friday – ½ day (afternoon)  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Black Friday (day after Thanksgiving)  
Christmas Eve – ½ day  
Christmas Day

- A. When a holiday falls on Saturday, the preceding Friday shall be an authorized holiday. When a holiday falls on a Sunday, the following Monday shall be an authorized holiday. The Christmas Eve Day and New Year's Eve Day (1/2 day) holidays can be reassigned as deemed appropriate by the City Manager.
- B. To be eligible for the holiday pay, an employee must be a 40-hour employee when the holiday occurs, and must have worked all of his scheduled hours on the day before and the day after such holiday, unless the employee's absence on such days is due to the employee being on an approved compensable absence as otherwise provided for in these rules.
- C. One day's holiday pay for regular, full-time 40-hour employees shall equal eight (8) hours pay at an employee's straight-time hourly rate. When an employee is required to work on a holiday as listed above, the employee shall be paid the straight-time hourly rate for the hours so worked in addition to the eight (8) hours' holiday pay. Where applicable, overtime provisions contained herein shall apply.
- D. 40-hour employees will receive 24 hours of preference holiday time each fiscal year. Preference holiday hours are not eligible for carryover into future years. Preference holiday balances will be paid upon termination or resignation. Use of preference holiday hours shall be scheduled in accordance with Administrative Orders.
- E. In the event that City Council shall approve an alternate holiday schedule for staff assigned to any department, such schedule shall supersede the provisions contained herein.

Section 9: The position of 40-Hour firefighter shall receive eight (8) hours of pay at their regular straight-time hourly rate for each paid holiday and four (4) hours of pay at their regular straight-time hourly rate for the one-half holiday. If required to work on any day celebrated as

one of the above holidays, he shall be paid at the rate of time and one-half (1 ½) of his regular straight-time hourly rate for the hours so worked, and shall receive in addition thereto the aforementioned holiday pay. If the holiday falls on a normally scheduled "day off", the employee will observe the holiday on either the day preceding the holiday or the day following the holiday, as approved by the Senior Deputy Fire Chief or his representative.

Section 10: The position 40-Hour firefighter will have the option to use compensatory time in place of overtime. Compensatory time will be converted at a rate of time and 1/2. Both positions will have the choice to be compensated in overtime or compensatory time for extra shift assignments or for mandatory training. For elective training, compensatory time will be used unless arranged otherwise with Fire Department Assistant Chief / Fire Chief.

- Compensatory time can be used up to 260 hours, and must be used within a 6-month period from the time worked. Any compensatory time that is not used within the 6-month period will be paid as overtime.
- Compensatory time will be tracked in the online scheduling system.
- Overtime for the 40-Hour firefighter will be compensated at time and 1/2 the current regular rate of pay for hours worked in excess of the work schedule (i.e. annual salary divided by 2080 time and 1/2) when paid in place of compensatory time.

Section 11: The 40-Hour firefighter position shall accumulate paid sick leave credits on the basis of one (1) day per month, retroactive to their last hiring date. Those hours may be accumulated to a maximum of 1,200 hours

Section 12: Vacation time for the position of 40-Hour firefighter will be as follows; once the employee has completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth.

- A. When an employee completes six (6) months of continuous service with the Employer since his last hiring date, he shall thereafter be entitled to one (1) week of paid vacation, forty (40) hours of pay, provided he continues working for the Employer thereafter. The vacation time off may be taken at any time after completion of said six (6) months of continuous service and shall be arranged for in accordance with the procedure followed prior to the execution of this Agreement.
- B. Following the first six (6) months of employment, each employee shall be credited monthly with the fractional equivalent of vacation at the rate of eighty (80) hours per year.

- C. Upon completion of four (4) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred twenty (120) hours per year.
- D. Upon completion of seven (7) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred sixty (160) hours per year
- E. Upon completion of fourteen (14) years of continuous service the employee shall begin to be credited monthly with the fractional equivalent of one hundred eighty (180) hours per year.
- F. Upon completion of nineteen (19) years of continuous service the employee shall begin to be credited monthly with the fractional equivalent of two hundred (200) hours per year.

Section 13: The following 'Articles' and/or 'Sections' apply to the 40-Hour firefighter position.

- A. Sick Leave and Long-Term Disability
- B. Leave of Absence
- C. Insurance
- D. Longevity Pay
- E. Pension / Retirement
- F. Continuing Education
- G. Physical Fitness –  
\*\* Due to work hours, physical fitness participation will be on lunch breaks or before/after work hours. They would be required to participate in the wellness program and would be eligible for the annual fitness bonus.
- H. Grievance Procedure
- I. Suspensions & Dismissal Cases
- J. General



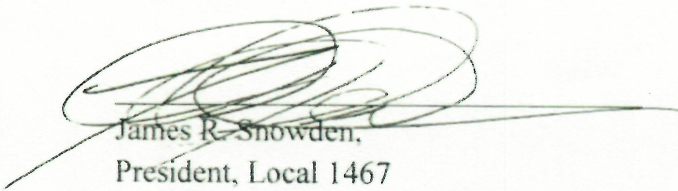
## ARTICLE XX – DURATION

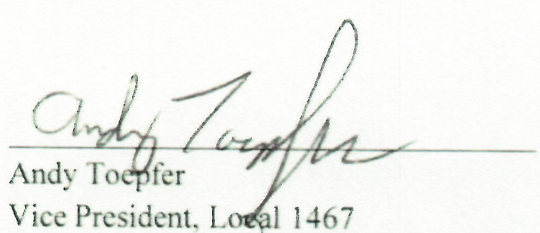
THIS AGREEMENT shall become effective as of the 1<sup>st</sup> day of July, 2020, with all financial terms retro to July 1<sup>st</sup>, 2020 and shall remain in full force and effect until 12:01am the 1<sup>st</sup> day of July, 2024. Financial terms will be reviewed with the possibility of reopening this agreement for those terms only in July, 2022. This agreement becomes year-to-year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

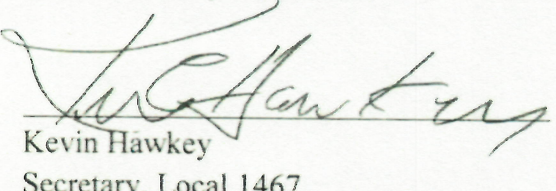
In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new Contract.

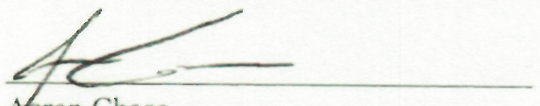
THIS AGREEMENT is signed on behalf of the respective parties this 22<sup>nd</sup> day of Sept. 2020.


LOCAL NO. 1467 OF THE  
INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS

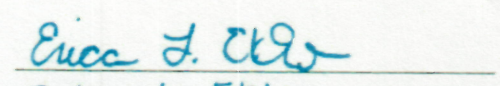
  
James R. Snowden,  
President, Local 1467

  
Andy Toepfer  
Vice President, Local 1467

  
Kevin Hawkey  
Secretary, Local 1467

  
Aaron Chase  
Treasurer, Local 1467

  
Patricia M. Randall  
Mayor

  
Erica L. Eklov  
City Clerk

**APPENDIX A**  
**Effective July 1, 2020**

**Bargaining Unit Wage Scale**

Rank	Starting	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Firefighter	\$48,384	\$50,803	\$53,343	\$56,010	\$58,810	\$61,750	\$64,837	\$68,078	\$71,481	\$75,055
Captain	\$72,832	\$74,288	\$75,773	\$77,288	\$78,833					
Batt Chief	\$80,867	\$82,484								

Section 1: Employees' wages will be moved (based on what step they are currently at) the new scale above. This one-time adjustment to the new Bargaining Unit Wage Scale is effective July 1, 2020. Employees would move from one step to the next on their anniversary date of hire.

Employees shall be hired at not less than the minimum of the salary range applicable to the classification to which they are assigned and during consecutive years of employment shall be advanced to the next incremental step in applicable salary range not later than the anniversary dates of their employment or most recent transfer/promotion.

Section 2: When an employee is permanently promoted from one job classification covered by this agreement or is transferred from a classification not covered by this agreement to another he shall, as of the start of the next succeeding pay period, be placed at the lowest step for the classification to which he is promoted which will result in a salary increase. On the anniversary of his transfer or promotion he shall be advanced to the next incremental step in the applicable salary range.

Section 3: Any employee who has reached their top step for their rank classification will received a 2% bonus (based on that employee's base wage) in 2020 and in 2021.

All bargaining unit employees will receive a one time \$1,500 bonus (in exchange for the Division Chief positions of Fire Marshal and Training Officer) on July 1, 2020.



**APPENDIX B**

**RETURN TO WORK FORM**

**Medical Authorization Report**

Employee

Name: \_\_\_\_\_

Date: \_\_\_\_\_

The above employee has been seen or is under the care of my office. He is cleared to return to work as a Firefighter with no restrictions.

\_\_\_\_\_  
Signing Physician or PAC

## **APPENDIX C**

### **CITY OF PORTAGE, IAFF LOCAL 1467 DRUG AND ALCOHOL POLICY**

#### **I. PURPOSE**

- A. To establish and maintain a safe, healthy working environment for all employees.
- B. To insure the reputation of the Portage Fire Department and its firefighters as good, responsible citizens worthy of public trust.
- C. To reduce the incidents of accidental injury to persons or property.
- D. To provide assistance toward rehabilitation for any employee who seeks the Fire Department's help in overcoming any addiction to, dependence upon or problem with alcohol or drugs.

#### **II. COOPERATION**

Those employees with drug and alcohol abuse problems make up only a small fraction of the work force, and the Fire Department regrets any inconvenience that may be caused the many non-abusers by the problems of the few. It is believed, however, that the benefits to be derived from the reduction in numbers of accidents, the greater safety of all employees, and the rehabilitation or suspension or termination of these, who because of alcohol or drugs, are a burden upon all other employees, will more than make up for any inconvenience or loss the rest of us must be subjected to. The Fire Department earnestly solicits the understanding and cooperation of all employee organizations in implementing the policies set forth herein.

#### **III. DEFINITIONS:**

- A. Alcohol or Alcoholic Beverage – means any beverage that has an alcoholic content.
- B. Drugs – means any substance (other than alcohol) capable of altering the mood, perception, or judgment of the individual consuming it.

- C. Prescribed Drug – means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal Drug – means any drug or controlled substance, the sale or consumption of which is illegal.
- E. Supervisor/Command Officer – means the Officer, Acting Officer or individual who is the member's immediate supervisor in the chain of command.
- F. Shift Commander – means the Battalion Chief who is on duty at #1 Station.
- G. Impairment – to injure by weakening, diminishing, or decreasing strength and value, physical, or mental.
- H. Use – to avail oneself, put to one's own purpose, to consume or expend by using.
- I. Employee Assistance Program – means Employee Assistance Program provided by the City of Portage.

#### IV. CITY OF PORTAGE EMPLOYEE ASSISTANCE PROGRAM:

- A. Any employee who feels that he has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, recommendation, or referral by a supervisor. No employee will be disciplined as a result of any information disclosed by the employee during his efforts to enter rehabilitation or participate in the EAP.
- B. All requests for assistance through "recommendation" or "supervisor referral" will be treated as confidential, however, a signed release and agreement to participate in rehabilitation will be required of the employee. "Self-referral" confidentially will be maintained between the individual seeking help and EAP personnel.
- C. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Fire Department will grant rehabilitation leave at full pay up to accumulated sick leave and vacation leave. Employees who have exhausted their accumulated sick leave and

vacation leave, upon approval of the Director of Public Safety or his designee, may have other employees work in their place without compensation and without charging the employer for their time, up to the point of long term disability eligibility. The cost of rehabilitation will be borne by the Employer, to the extent of the available EAP or insurance coverage. The rehabilitation program used will be at the direction of the EAP and/or substance abuse counselor assigned by the EAP.

- D. To be eligible for continuation in employment on a rehabilitation pay basis, the employee must have been employed at least one year, worked a minimum of 1250 hours, and removed from probationary status. While participating in rehabilitation an employee must maintain at least weekly contact with the Director of Public Safety or his designee, and must provide verification that he is continuously enrolled in a treatment program and following all specific actions and activities outlined in the treatment program by providing documentation from the substance abuse professional to the Human Resources Department.
- E. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay or seniority, in accordance with Article VIII, Section 6, of the labor agreement.

#### V. PRESCRIPTION DRUGS

- A. Employees who are obligated to take (a) prescription drug(s) under the direction of a licensed medical practitioner shall advise their supervisor upon reporting to duty that they are under the influence of, or are required to take prescription drugs or internal medicine that may affect their work performance. When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not the employee can perform his regularly assigned duties.
- B. No prescription drug shall be brought upon Fire Department premises by any person other than the person for whom the drug is prescribed, by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- C. No employee who complies with (A) and (B) above, with respect to a particular prescription drug can be disciplined or required to attend

Employee Assistance on account of that particular prescription drug, unless there is reasonable suspicion that the employee is unable to safely perform his or her duties.

## VI. PROCEDURES FOR TESTING

The City may require department personnel to submit to a test for illegal drugs, prescription drugs or alcohol under the following circumstances:

- A. The employee is, based on "reasonable suspicion", requested/ordered to submit to testing by a command officer.
- B. When a employee is injured in a work related accident (or illness as defined under the Worker's Compensation Act), while operating a vehicle while on duty, which requires medical treatment in a certified medical facility or through a physician. Further, any time an employee is involved in an accident while operating a vehicle or while on duty which involves damage to another vehicle or injury to another individual.
- C. For the protection of employees and citizens, the City of Portage will maintain a random drug testing program which shall apply to all employees represented by the IAFF Local 1467.

## VII. TESTING FOR REASONABLE SUSPICION

### A. Standards for Determining Reasonable Suspicion

- 1. The test must be requested by a command officer. A "command officer" shall be deemed to be an officer of the rank of captain or higher, or a supervisor acting in the capacity of command officer in the absence of a command officer.
- 2. "Reasonable Suspicion" is defined to mean objective, articulable and specific facts which would support a reasonable individualized suspicion that the employee to be tested is using or has used substances which impair his or her ability to safely and effectively perform his or her duty.
- 3. Where the "reasonable suspicion" is based on personal observation by a command officer, the objective facts must be articulable and may include the person's appearance and behavior.

4. Whenever any employee has reasonable suspicion that any command officer of the Fire Department is under the influence for drugs or alcohol while on duty, that employee shall make a report to the next higher command officer, the Deputy Fire Chief, the Director of Public Safety or his designee, the Director of Human Resources or the Police Command Officer on duty if appropriate, for investigation.

B. Preparation of Report

If the command officer, based upon the criteria set forth above, determines that a test should be requested, he shall comply with the following procedure. First, the firefighter shall be relieved from duty. If the firefighter is at the scene of an emergency, he may be directed to return, or be taken to a station (when impairment is suspected) to complete this testing procedure. Once the firefighter is relieved from duty, a command officer shall prepare a SIGNED, DATED, TIMED, AND CONTEMPORANEOUS REPORT reducing the objective facts and the reasonable inferences drawn from those facts to writing and shall immediately furnish a copy to the employee. The employee shall, at that time, be given the opportunity to explain his behavior, action, or appearance. Upon request, the employee shall have the right to Union representation.

C. Review of Report

If, following the employee's explanation, the command officer determines that a test is still required, he shall submit a copy of his report to the shift commander. The shift commander shall evaluate the report and explanation of the reason for testing, and shall hear the employee's explanation for his behavior (if any) and the shift commander shall then determine if there is reasonable suspicion for the test. If reasonable suspicion is found by the shift commander, the Senior Deputy Fire Chief shall be notified immediately.

D. Demand for Testing

If the shift commander has determined that a test shall be ordered the order will be given by a command officer. At that time the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline, up to and including discharge.

## VIII. RANDOM TESTING

The City of Portage Human Resources Department shall furnish the city's physician with employee lists. The city's physician shall enter employee names into his or her computer program for random testing selection. At unannounced times spread throughout the year (at least monthly), the city's physician shall have his or her computer randomly select covered employees for testing. The number of annual computer selections shall be 25% of the total pool, tested annually. Once computer selections are made, the city's physician shall furnish the Human Resources Department with the name(s) randomly selected.

The Director of Public Safety or his designee shall be notified of testing the evening prior to the testing date of each employee selected for testing. The Director of Public Safety or his designee, shall notify each employee, privately, that he or she has been selected for testing and instruct that employee to report for testing. If the randomly selected employee is on vacation, sick leave, a leave of absence or scheduled to be absent for any other reason, that name shall be dropped and the Human Resources Department shall request another randomly selected alternate name.

If the randomly selected employee is not on duty, the notification of selection shall be made on the first day when the employee is next scheduled for duty.

## IX. TESTING PROCEDURES

### A. Laboratory Selection

The laboratory selected to conduct the test analysis shall be certified by the National Institute on Drug Abuse and/or MLEOTC. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent. Any and all costs associated with testing shall be paid by the city.

### B. Obtaining Urine Samples

- (1) All sample collection shall occur at the medical clinic, doctor's office, or laboratory designated by the city as its testing facility. When the

employee reports to the testing facility he or she must be identified prior to any sample being given.

- (2) The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
- (3) An interview with the employee prior to the confirmation test will serve to establish use of drugs currently taken under medical supervision.
- (4) Urine samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Urine samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

#### C. Processing Samples

- (1) The testing or processing phase shall consist of a two-step procedure:
  - (a) Initial screening step and
  - (b) Confirmation step
- (2) The sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.
- (3) A confirmatory test shall be done by chromatograph/mass spectrometer. In those cases where the second test confirms the presence of drug(s) in the sample in excess of the confirmation levels listed below, the sample will be retained for twelve (12) months to allow further testing in case of dispute. After a confirmed positive test, the employee has the right to receive a sample from the specimen by directing the City's designated laboratory (in a signed writing), to send the sample directly to another certified laboratory.
- (4) If the initial screening test is positive, the confirming test shall be run by a second certified laboratory.



D. Chain of Evidence/Storage

- (1) Where a confirmed positive report is received, urine specimens shall be maintained under secured storage for a period of twelve (12) months.
- (2) Each step in the collecting and processing of urine/blood specimens shall be documented to establish procedural integrity and the chain of evidence/custody.
- (3) In the event of a positive drug test, the employee shall have the option of reporting for a second test within 24 hours of the first test.

E. Drug and Alcohol Cut-Off Levels

- (1) The initial and confirmatory drug test "cut-off" levels shall be as follows:

<u>Drug/Metabolite</u>	<u>Decision Level</u>	<u>GC/MS Confirmation</u>
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Marijuana metabolite	50 ng/ml	15 ng/ml
Opiates – Codeine	300 ng/ml	300 ng/ml
Morphine	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

- (2) Test for alcohol levels shall be considered to verify impairment when the blood alcohol level is .04 percent or higher.

X. EMPLOYEE ASSISTANCE AND DISCIPLINE:

- A. An employee who tests positive for illegal, controlled substances, or alcohol, shall be subject to discipline up to and including discharge.
- B. Employees who as a condition of continued employment sign an agreement to participate in rehabilitation through the EAP, and fail to complete the prescribed program shall be subject to discipline up to and including discharge.

- C. The City shall have the option to conduct as many as four (4) random drug tests on an employee who has completed substance abuse treatment in order to guarantee that the Program has been completed successfully. No such random test may be given more than one (1) year following the date of the employee's completion of the program. Any employee, who after completing substance abuse treatment, tests positive for drugs and/or alcohol at any time, shall be subject to discipline up to and including discharge.

XI. GRIEVANCE PROCEDURE:

All actions and decisions made pursuant to the Drug and Alcohol Policy shall further be subject to a "just cause" standard, and to the parties' grievance and arbitration procedure.

XII. EFFECTIVE DATE – NOTICE TO EMPLOYEES – OTHER LAWS:

- A. The policies set forth in this Policy Guide are effective immediately upon notice to employees. Each present employee will be furnished a copy of this policy and will sign a receipt for same. Employees hired in the future will be furnished a copy as part of their orientation program.
- B. These policies will be implemented in a manner that will comply with all applicable federal and state laws.

XIII. UNION HELD HARMLESS:

This drug testing program is solely initiated at the request of the City of Portage. The city shall be liable for legal obligations and costs arising out of the provisions of this agreement, except for the costs and attorney fees arising out of labor arbitration which are normally borne by the union and the costs and fees arising out of any duty of fair representation claims against the union. The Union and its members shall be held harmless for the violation of any laws, regulations, or worker rights arising from the creation, implementation, or administration of the drug testing program.

LETTER OF UNDERSTANDING – 9/3/2020

40-HOUR DIVISION CHIEF POSITION – TRAINING OFFICER

Section 1: The position of Training Officer is of the rank of Administrative Division Chief. This position is within the collective bargaining unit for as long as it is held by Chip Everett. At the time that he vacates this position, this letter of understanding would be removed.

Section 2: The position of 'Administrative Division Chief - Training Officer' is considered 40-hour administrative position for the sake that they do not work in the platoon system or a 54-hour schedule. The Administrative Division Chief - Training Officer positions will work a forty (40) hour work schedule, working either a five (5) 8-hour shifts or a four (4) 10-hour shifts.

Section 3: The position of Administrative Division Chief – Training Officer report directly to the Assistant Chief / Fire Chief.

Section 4: The position of 'Administrative Division Chief - Training Officer' is excluded from the 'Promotions' section of the Collective Bargaining Agreement. This position is filled by the Director of Public Safety or his designee based on qualifications for each position however, qualified internal candidates will be given preference.

Section 5: Wages for the position of Administrative Division Chief – Training Officer will be that of a Battalion Chief, in accordance to the pay scale, found in Appendix A of the Collective Bargaining Agreement.

Section 6: Food allowance for the position of Administrative Division Chief – Training Officer will be three hundred (\$300) dollars.

Section 7: Uniform and personal equipment allowance for the position of Administrative Division Chief – Training Officer will be one thousand, seventy-five (\$1075) dollars.

Section 8: Vacation time off is scheduled for the Administrative Division Chief - Training Officer positions will be scheduled with the Assistant Chief / Fire Chief.

Section 9: For the position of Administrative Division Chief – Training Officer, the following dates shall be recognized as 'paid off' holidays:

New Year's Eve Day – ½ day  
New Year's Day  
Martin Luther King Day – ½ day  
Good Friday – ½ day (afternoon)  
Memorial Day  
Independence Day  
Labor Day

Thanksgiving Day  
Black Friday (day after Thanksgiving)  
Christmas Eve – ½ day  
Christmas Day

- A. When a holiday falls on Saturday, the preceding Friday shall be an authorized holiday. When a holiday falls on a Sunday, the following Monday shall be an authorized holiday. The Christmas Eve Day and New Year's Eve Day (1/2 day) holidays can be reassigned as deemed appropriate by the City Manager.
- B. To be eligible for the holiday pay, an employee must be a 40-hour employee when the holiday occurs, and must have worked all of his scheduled hours on the day before and the day after such holiday, unless the employee's absence on such days is due to the employee being on an approved compensable absence as otherwise provided for in these rules.
- C. One day's holiday pay for regular, full-time 40-hour employees shall equal eight (8) hours pay at an employee's straight-time hourly rate. When an employee is required to work on a holiday as listed above, the employee shall be paid the straight-time hourly rate for the hours so worked in addition to the eight (8) hours' holiday pay. Where applicable, overtime provisions contained herein shall apply.
- D. 40-hour employees will receive 24 hours of preference holiday time each fiscal year. Preference holiday hours are not eligible for carryover into future years. Preference holiday balances will be paid upon termination or resignation. Use of preference holiday hours shall be scheduled in accordance with Administrative Orders.
- E. In the event that City Council shall approve an alternate holiday schedule for staff assigned to any department, such schedule shall supersede the provisions contained herein.

Section 10: The position of Administrative Division Chief - Training Officer shall receive eight (8) hours of pay at their regular straight-time hourly rate for each paid holiday and four (4) hours of pay at their regular straight-time hourly rate for the one-half holiday. If this position is required to work on any day celebrated as one of the above holidays, he shall be paid at the rate of time and one-half (1 ½) of his regular straight-time hourly rate for the hours so worked, and shall receive in addition thereto the aforementioned holiday pay. If the holiday falls on a normally scheduled "day off", the employee will observe the holiday on either the day preceding the holiday or the day following the holiday, as approved by the Senior Deputy Fire Chief or his representative.

The position Administrative Division Chief - Training Officer of will have the option to use compensatory time in place of overtime. Compensatory time will be converted at a rate of time

and 1/2. The Training Officer will have the choice to be compensated in overtime or compensatory time for extra shift assignments or for mandatory training. For elective training, compensation of compensatory time will be used unless arranged otherwise with Fire Department Assistant Chief / Fire Chief.

- Compensatory time can be used up to 260 hours, and must be used within a 6-month period from the time worked. Any compensatory time that is not used within the 6-month period will be paid as overtime.
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- Compensatory time for each employee will be tracked in the online scheduling system.
- The Training Officer shall also be compensated at time and one half the officer's current regular rate of pay for hours worked in excess of the work schedule (i.e. annual salary divided by 2080 times 1.5) when paid in place of compensatory time.

Section 11: The positions of Administrative Division Chief – Training Officer shall accumulate paid sick leave credits on the basis of one (1) day per month, retroactive to their last hiring date. Those hours may be accumulated to a maximum of 1,000 hours

Section 12: Vacation time for the positions of Administrative Division Chief – Training Officer will be as follows; once the employee has completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth.

- A. When an employee completes six (6) months of continuous service with the Employer since his last hiring date, he shall thereafter be entitled to one (1) week of paid vacation, forty (40) hours of pay, provided he continues working for the Employer thereafter. The vacation time off may be taken at any time after completion of said six (6) months of continuous service and shall be arranged for in accordance with the procedure followed prior to the execution of this Agreement.
- B. Following the first six (6) months of employment, each employee shall be credited monthly with the fractional equivalent of vacation at the rate of eighty (80) hours per year.
- C. Upon completion of four (4) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred twenty (120) hours per year.

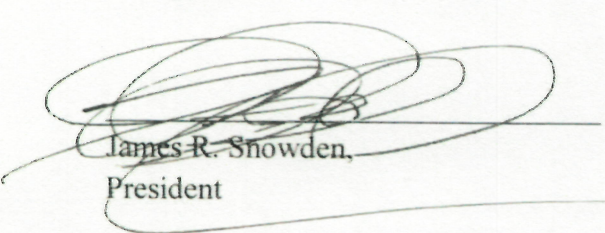


- D. Upon completion of seven (7) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred sixty (160) hours per year
- E. Upon completion of fourteen (14) years of continuous service the employee shall begin to be credited monthly with the fractional equivalent of one hundred eighty (180) hours per year.
- F. Upon completion of nineteen (19) years of continuous service the employee shall begin to be credited monthly with the fractional equivalent of two hundred (200) hours per year.

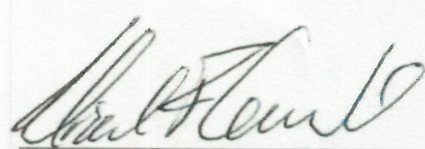
Section 13: The following 'Articles' and/or 'Sections' apply to the position of Administrative Division Chief - Training Officer

- A. Sick Leave and Long-Term Disability
- B. Leave of Absence
- C. Insurance
- D. Longevity Pay
- E. Pension / Retirement
- F. Continuing Education
- G. Physical Fitness –  
\*\* Due to work hours, physical fitness participation will be on lunch breaks or before/after work hours. They would be required to participate in the wellness program and would be eligible for the annual fitness bonus.
- H. Grievance Procedure
- I. Suspensions & Dismissal Cases
- J. General

LOCAL NO. 1467 of the  
International Association of  
Firefighters

  
James R. Snowden,  
President

City of Portage

  
Michael Carroll,  
Asst City Manager